

A. G. Contract No. KR891354TRD
ECS File: JPA-89-94
Project: F-022-3-549
Section: US 60, Power Rd. to ECL

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF MESA

THIS AGREEMENT is entered into 22 February, 1989⁹⁰, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF MESA, acting by and through its City Council (the "City").

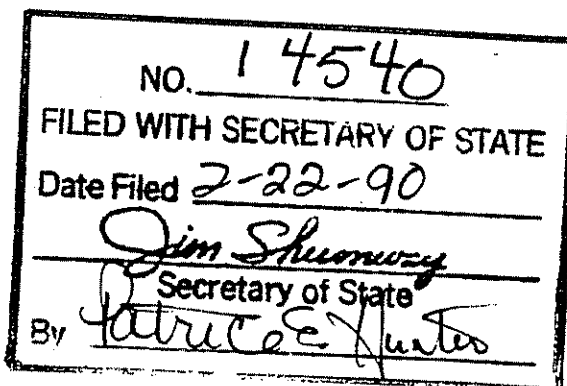
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Article 1, Section 103 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to certain improvements contemplated to US 60, State and City desire to construct median curbing, landscaping, drainage catch basins and the extension of an existing drainage structure, for the benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



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II. SCOPE OF WORK

1. State will:

a. Provide design, engineering, specifications and cost estimates for the project.

b. Reimburse City the cost of the work, estimated at \$100,000 within thirty (30) days after receipt and approval of an invoice.

2. City will:

a. Call for bids and award one or more construction contracts for the work, administer same and be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to City.

b. Upon completion and acceptance of the work, invoice State the actual cost of the project.

c. Provide maintenance for that portion of the project within the city limits.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City Manager
City of Mesa
55 N. Center Street
Mesa, AZ 85211

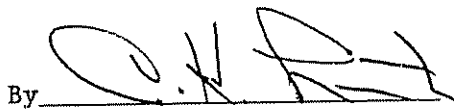
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

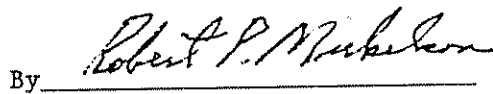
STATE OF ARIZONA
Department of Transportation

By



CITY MANAGER
Title

By



ROBERT P. MICKELSON
Deputy State Engineer

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22JUN

RESOLUTION

BE IT RESOLVED on this 22th day of June 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Mesa for the purpose constructing improvements to US 60.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 6180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF MESA WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

Section 1: That the agreement for construction and cost reimbursement for median curbs and miscellaneous storm drain improvements on East Main Street (U.S. 60), from Power Road to East City Limits, between the City of Mesa and the Arizona Department of Transportation is hereby approved

Section 2: That the City Manager is authorized and directed on behalf of the City of Mesa to execute the agreement and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 20th day of November, 1989.

APPROVED:

MK Peggy Rubach
Mayor

ATTEST:

SM Eggers
City Clerk



APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF MESA and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 21st day of November, 1989.

Neal Beets

City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR 89-1354 TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15TH day of FEBRUARY, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, appearing to read "James R. Blyden", is written over a horizontal line.

Assistant Attorney General
Transportation Division